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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

KENNETH A. MCRAE

Plaintiff pro se,

vs.

PINNACLE CREDIT SERVICES, LLC

Defendant.

Case No. CV10-2131 DDP (Ex)

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT**

Date: June 28, 2010

Time: 3:30 p.m.

Hon. Dean D. Pregerson

Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure, KENNETH A. MCRAE and counsel for defendant PINNACLE CREDIT SERVICES, LLC conferred to discuss the matters set forth in Rule 16, Rule 26(f), and the Court's Order dated April 19, 2010. The parties hereby submit their Joint Case Management Statement:

1. Jurisdiction and Service

The Plaintiff has alleged the Court has federal jurisdiction to hear this case under 15 U.S.C. §§ 1692-1692p and 15 U.S.C. §1681 et seq.

Defendant does not dispute the jurisdiction of this Court in this matter.

JOINT CASE MANAGEMENT CONFERENCE STATEMENT: MCRAE

1 **2. Status of Service on All Parties**

2 All named parties have been served and have appeared.

3 **3. Joinder of Additional Parties and Amendments to Pleadings**

4 The Parties do not anticipate the joinder of any additional parties or any amendments to
5 their respective pleadings. However, if the parties find the need to do so, the parties propose that
6 such joinder or amendments be completed by August 27, 2010.

7 **4. Short Statement of the Claims and Defenses of the Case**

8 Plaintiff alleges that the Defendant violated the Fair Debt Collection Practices Act
9 which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices; and the
10 Fair Credit Reporting Act which was enacted to ensure accuracy and fairness in credit reporting.

11 Defendant denies Plaintiff's allegations and contends that it made lawful attempts
12 to collect upon the debt that is owed.

13 **5. Anticipated Motions**

14 Defendant anticipates that a motion for summary judgment may be appropriate in
15 this matter.

16 Plaintiff anticipates that a motion in opposition may be appropriate in the event
17 that a motion for summary judgment is filed by the defendant as prompt discovery will
18 demonstrate on the record, clear genuine issues of material fact, precluding summary judgment.

19 **6. Use of a Magistrate Judge for Settlement Conference or Trial**

20 The Parties do not object to having the present matter referred to a magistrate for
21 a settlement conference. The Parties do not agree at this time to have the case referred to a
22 magistrate for trial.

23 **7. Related Cases**

24 The present matter is not related to any pending cases.

1 **8. Disclosures**

2 The parties will make their Rule 26 initial disclosures by May 28, 2010.

3 **9. Discovery**

4 The Parties agree to conduct discovery within the scope of the Federal Rules of
5 Civil Procedure. The Parties believe that any information pertaining to the communications
6 between the Parties, both written and oral, will need to be discovered.
7

8 Discovery will be needed on the following subjects:

9 The allegations in Plaintiff's complaint;

10 The defenses set forth in the Defendant's answer;

11 Maximum of forty (40) interrogatories and thirty (30) requests for admissions by
12 each party to any other party, with responses due thirty (30) days after service;

13 A maximum of thirty (30) requests for production by each party, with responses
14 due within thirty (30) days after service;

15 A maximum of six (6) depositions to be taken by each party, excluding expert
16 depositions.
17

18 **10. Discovery/Case Scheduling**

19 *Discovery Cut-Off:* December 6, 2010;

20 *Expert Disclosures:* October 4, 2010 and November 1, 2010 for rebuttal experts;

21 *Completion of Expert Discovery:* December 6, 2010;

22 *Motion Cut-Off:* January 10, 2010.
23

24 **11. Trial**

25 Plaintiff has made a timely request for a jury trial in his Complaint. The trial of
26 this case will take approximately two (2) to three (3) days.
27
28

1 **12. Prospects for Settlement**

2 The parties have engaged in settlement discussions and will continue to do so in
3 good faith throughout the present matter.

4 **13. Any Other Matters**

5 None.

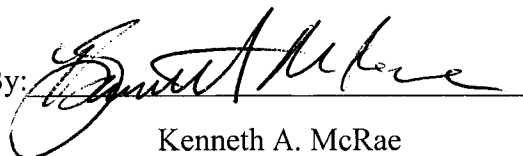
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8 Dated: May 21, 2010

9 **LAW OFFICES OF TIMOTHY P. JOHNSON**

10
11
12
13 By: /s/ Timothy Johnson

14 Attorneys for Defendant Pinnacle Credit
15 Services, LLC

16
17
18 Dated: May 28, 2010

19
20 By: _____

21 Kenneth A. McRae

22 Plaintiff pro se

CERIFICATE OF SERVICE

I, Gary Mumford, do hereby certify that I am not a party to the cause herein, and that on 5-28-10, 2010, I served the **PLAINTIFF'S STATEMENT OF CLAIM** upon each party or counsel named below by depositing in the United States mail, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with postage thereon fully pre-paid.

PINNACLE CREDIT SERVICES, LLC
7900 Highway 7, #100
Saint Louis Park, MN 55426

Timothy P. Johnson (Bar No. 66333)
Law Offices Of Timothy P. Johnson
1970 Old Tustin Avenue, Second Floor
Santa Ana, California 92705

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 5-28-10

Gary Mumford
(signature)

Gary Mumford
Gary Mumford
928 S. Nestor Ave
Compton, CA 90220